

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is for

You cannot use this
particulars of a charge
company To do this
form MG01s

THURSDAY



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"S1071GII"

20/12/2012

#732

COMPANIES HOUSE

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1

Company details

Company number 0 7 0 9 7 2 8 0

Company name in full Centrica (Lincs) Wind Farm Limited (the "Chargor")

For official use



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d1 m1 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Shares Pledge (the "Charge") dated 22 February 2012 between the Chargor and Lloyds TSB Bank
plc (the "Security Trustee") as security trustee (which expression includes its successors in title,
permitted assigns and permitted transferees) for benefit of the Finance Parties)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The "Liabilities", which are defined in the Charge as meaning all
present and future moneys, debts and liabilities due, owing or
incurred by the Company to any Finance Party under or in connection
with any Finance Document (in each case, whether alone or jointly,
or jointly and severally, with any other person, whether actually or
contingently and whether as principal, surety or otherwise), together
with any related Additional Debt

The capitalised terms used in this Form MG01 and not otherwise
defined shall have the meaning given to them in the attached
continuation pages

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Lloyds TSB Bank plc

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

The Chargor's whole right, title, interest and benefit in and to the Charged Assets

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

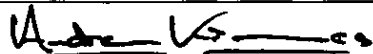
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature



☒ For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Trustee)

☒

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this Form MG01, any capitalised term which is not defined in this Form MG01 has the meaning given to it in the Facilities Agreement

"Account Bank" means Lloyds TSB Bank plc or any other bank replacing it in accordance with the Accounts Agreement,

"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with

- (a) any refinancing, novation, deferral or extension of that Debt,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt,
- (d) any claim against the Borrower flowing from any recovery by the Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

"Agent" means Lloyds TSB Bank plc (and any of its successors in title, permitted assigns and permitted transferees) as agent for the Finance Parties,

"Assignment" means the assignment in security (under Scots law) dated 22 February 2012 granted by the Chargor in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect its reversionary interest in the Charged Assets,

"Borrower" means Lincs Wind Farm Limited, a company incorporated in Scotland whose registered office is at No 1 Waterfront Avenue, Edinburgh EH5 1SG, registered number SC213646,

"Charged Assets" means the Pledged Securities and Dividends,

"Company" means Lincs Wind Farm Limited, a company incorporated in Scotland whose registered office is at No 1 Waterfront Avenue, Edinburgh EH5 1SG, registered number SC213646,

"Debt" means the Senior Debt, Offtaker Debt and Junior Debt (as defined in the Security Trust and Intercreditor Deed),

"Dividends" means, in relation to any of the Pledged Securities, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Pledged Security,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Pledged Security,
- (c) allotments, offers and rights accruing or offered in respect of that Pledged Security, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of that Pledged Security,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Facilities Agreement" means the facilities agreement dated 22 February 2012 between, inter alios, the Chargor, the Original Lenders set out therein and the Security Trustee,

"Finance Document" means

- (a) the Facilities Agreement,
- (b) the Security Trust and Intercreditor Deed,
- (c) the Accounts Agreement,
- (d) the Security Documents,
- (e) until such time as no Shareholder or Shareholder Affiliate has or may have any actual or contingent obligation to make any Shareholder Contribution, the Shareholder Support and Share Retention Agreement,
- (f) until such time as there are no Available Base Commitments, Available Contingent Commitments and Available Ringfenced Commitments (each as defined in the Shareholder Support and Share Retention Agreement), any Shareholder Affiliate Credit Support, and any Investor Funding Guarantee,
- (g) the Lincs Holdings Deed of Assignment (as defined in the Shareholder Support and Share Retention Agreement),
- (h) any Hedging Agreement entered into with a Hedging Counterparty,
- (i) any Acceptable Collateral,
- (j) any Acceptable Collateral Loan Agreement,
- (k) any Fee Letter,
- (l) any Utilisation Request, and
- (m) the Direct Agreements,

and all other documents designated in writing as such by the Agent and the Borrower,

"Finance Parties" means the Lenders and the Hedging Counterparties and, where the context so requires, the Agent, the Security Trustee, the Account Bank, the Issuing Bank and the Mandated Lead Arrangers, and "Finance Party" means any one of them,

"First Ranking Floating Charge" means the first ranking floating charge (under English law) dated 22 February 2012 granted by the Chargor in favour of the Security Trustee (acting as trustee for the Finance Parties) in respect of the Charged Assets

"Hedging Counterparty" means

- (a) a bank or financial institution which at the date it enters into an ISDA Master Agreement forming part of a Hedging Agreement meets the criteria set out in paragraphs 2 1 1 or, as applicable, 2 2(ii) of the Hedging Programme, or
- (b) a Sponsor Lender in its capacity as a hedging counterparty which at the date it enters into an ISDA Master Agreement forming part of a Hedging Agreement meets the criteria set out in paragraphs 2 1 2 or, as applicable, 2 3 4 of the Hedging Programme,

and, in each case, which is (or, at the date of execution of a Hedging Agreement, will be) party to a Hedging Agreement with the Borrower and which, is an original party to, or has acceded to, the Security Trust and Intercreditor Deed as a "Hedging Counterparty" in accordance with the terms of the Security Trust and Intercreditor Deed,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Issuing Bank" means Lloyds TSB Bank Plc (and any of its successors in title, permitted assigns and permitted transferees),</p> <p>"Lenders" means the Term Loan Facility Lenders, the OFTO Facility Lenders, the Standby Facility Lenders, the LC Facility Lenders, the WC Facility Lenders and the VAT Facility Lenders (each as defined in the Facilities Agreement),</p> <p>"Mandated Lead Arrangers" means Abbey National Treasury Services Plc (trading as Santander Global Banking & Markets), BNP Paribas, London Branch, Nordea Bank Danmark A/S, Skandinaviska Enskilda Banken AB (publ), London Branch, Unicredit bank AG, London Branch, DNB Bank ASA, HSBC Bank Plc, KfW IPEX-Bank GmbH, London Branch, Lloyds TSB Bank plc and The Bank of Tokyo-Mitsubishi UFJ Ltd ,</p> <p>"Offtakers" means the BGTL Offtaker and the DONG Offtaker (each as defined in the Security Trust and Intercreditor Deed) (each, an "Offtaker"),</p> <p>"Pledged Securities" means</p> <ul style="list-style-type: none"> (a) all present and future shares in the Company, including the 10,000,000 shares of £1 each issued and outstanding at 11 December 2012, (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares, <p>in each case now or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor now or in the future has an interest and "Pledged Security" shall mean all or any of them, as appropriate,</p> <p>"Second Ranking Floating Charge" means the second ranking floating charge (under English law) dated 22 February 2012 granted by the Chargor in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of the Charged Assets,</p> <p>"Second Ranking Security Documents" means (i) the Assignment and (ii) the Second Ranking Floating Charge, and</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Security Trust and Intercreditor Deed" means the deed so entitled dated 22 February 2012, between, *inter alios*, the Agent, the Lenders, the Hedging Counterparties, the Security Trustee, the Offtakers and the Borrower

Note The Charge provides that

- 1 The Chargor shall not create or permit to subsist any Security over any of the Charged Assets other than, the Charge, First Ranking Floating Charge and the Second Ranking Security Documents
- 2 Subject to Clause 14 (*Transfer*) of the Shareholder Support and Share Retention Agreement, the First Ranking Floating Charge and the Second Ranking Security Documents, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer or otherwise dispose of any Charged Asset



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7097280
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARES PLEDGE DATED 11
DECEMBER 2012 AND CREATED BY CENTRICA (LINCS) WIND
FARM LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY FINANCE
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
20 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2013



Companies House

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**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**